

Blue Grass

Teamsters #238 (Mixed)

7/1/2006 6/30/2009

BLUE GRASS / TEAMSTERS #238 (MIXED) 06-09

AGREEMENT

BETWEEN

CITY OF BLUE GRASS

AND

**CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238,
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

JULY 1, 2006 - JUNE 30, 2009



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PUBLIC EMPLOYMENT
RELATIONS BOARD

CITY OF BLUE GRASS

This Agreement is executed by the City of Blue Grass, Iowa, hereinafter called "Employer", and Chauffeurs, Teamsters and Helpers Local Union No. 238, affiliated with International Brotherhood of Teamsters, hereinafter called "Union".

ARTICLE 1 RECOGNITION

Section 1.1

The City agrees to and acknowledges that the Union is the exclusive bargaining representative as set out in the Iowa Public Employment Relations Board, Case No. 5520, for those employees as listed below:

Included: All regular full time City employees and all regular part time City employees in the Public Works Department and the Police Department. All regular full time City employees and all regular part time City employees in the Administrative Department except as noted below.

Excluded: City Clerk, all elected officials, and any other persons excluded by Section 4 of the Act.

ARTICLE 2 DEFINITIONS

Section 2.1 Probationary Period.

Each employee will serve a probationary period of six months unless waived by the City Council. An employee may be terminated for just cause during this probationary period.

Section 2.2 Full-time Employees.

A full-time employee is one who holds a position providing 2080 hours or more of regularly scheduled work per fiscal year. Full-time employees are eligible to participate in the City's fringe benefit programs.

Full-time or part time employment is a classification which shall be designated by the City at a time an employee is appointed. Regular, full-time positions should be filled by full-time appointments. Temporary full-time, temporary part-time and regular part-time positions shall be filled by employees classified as part-time.

Section 2.3 Part-time Employees.

A part-time employee is one who holds a position providing for less than 2080 hours of

regularly scheduled work per fiscal year. Part-time employees are subject to the same work rules as govern full-time employees.

Any employee working less than 32 hours per week shall not be eligible for paid vacation, paid holidays, paid personal days, paid sick leave, paid maternity leave, paid funeral leave or paid jury duty.

A part-time employee who is regularly scheduled for 32 or more hours of work per week will be eligible to participate in the City's health insurance program. The City will cover 3/4 of this benefit.

A part-time employee who works 32 or more hours of work per week and has been employed by the City more than one calendar year, shall be eligible the following calendar year for paid vacation, paid holidays, paid personal days, paid sick leave, paid maternity leave, paid funeral leave, and paid jury duty at the rate of 1/2 of such benefits as are received by full-time employees.

If a part-time employee works more than 2080 hours for one fiscal year, the employee must bring this to the attention of the City Council. It will be the decision of the City at that time to either restrict the employee's hours to less than 2080 hours per fiscal year, or to put the employee on full-time status, eligible for all benefits.

Section 2.4 Act.

"Act" shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section 2.5 Work Day.

"Work day" shall mean the scheduled work day of the employee involved.

Section 2.6 Temporary Employees.

"Temporary Employees" shall mean all employees employed for a period of four months or less. Temporary employees shall include employment defined as seasonal employment.

Section 2.7 Base Wage.

"Base Wage" shall mean the hourly wage of the employee as of June 30, 2006, adjusted for scheduled wage increases.

Section 2.8 Regular Employees.

"Regular Employees" shall mean all full-time and part-time City Employees other than temporary employees.

Section 2.9 Department Head

The Department Head of the Public Works Department is the Public Works Director. The Department Head of the Police Department is the Chief of Police. The Department Head of the City Clerk's Department is the City Clerk. All Department Heads are to report to the Mayor.

ARTICLE 3 MANAGEMENT RIGHTS

Section 3.1

In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties, and rights which belong solely and exclusively to the Employer:

- (a) The right to manage the Employer's operations and to direct the working force;
- (b) The right to hire employees;
- (c) The right to maintain order and efficiency;
- (d) The right to extend, maintain, curtail, or terminate operations of the Employer, to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- (e) The right to assign work;
- (f) The right to determine methods and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- (g) The right to create, modify and terminate departments, job classifications and job duties;
- (h) The right to transfer, promote and demote employees;
- (i) The right to discipline, suspend and discharge employees for proper cause;
- (j) The right to relieve employees from duties because of lack of work or for other legitimate reasons;
- (k) The right to determine the number and starting time of shifts, the number of hours and days in a work week and the hours of work and to determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted;
- (l) The right to determine the number of persons to be employed by the Employer at any time;
- (m) The right to enforce and require employees to observe rules and regulations set forth by the Employer provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his membership or non-membership in the Union;
- (n) The right to initiate, prepare, certify and administer its budget;
- (o) The right to take such actions as may be necessary to carry out the mission of

- the City of Blue Grass;
- (p) The right to exercise all powers and duties granted to the City of Blue Grass by law.

Section 3.2

The list of management rights set forth in Section 3.1 is not exclusive and it is understood that except as specifically and expressly modified by this Agreement, all of the rights, power and authority and prerogatives which the Employer had prior to this Agreement are retained by it and reserved to it and shall remain within its exclusive control.

ARTICLE 4 UNION RIGHTS AND RESPONSIBILITIES

Section 4.1

The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following:

- (a) That it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- (b) That it will earnestly strive to improve and strengthen goodwill between and among the City and its employees, the Union and the Public.

Section 4.2

The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employee to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it or any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer. The Employer will determine when an interruption or interference has occurred.

Section 4.3

For purposes of investigating pending grievances, a duly authorized representative of the Union shall have access to the Employer's premises during working time with the prior consent of either the Mayor or Mayor Pro-Tempore. The Employer will cooperate to facilitate such visitations, and the Union and its authorized representative(s) will not interfere with or interrupt the operations of the Employer or the work of the employee. The duly authorized representative of the Union shall sign a log upon arrival at the Employer's premises and upon departure from the Employer's premises.

ARTICLE 5 CHECK OFF

Section 5.1

The Employer agrees, upon receipt of written authorization of the employee, to deduct from the pay of an employee who is a Union member covered by this Agreement, dues and initiation of the Local Union having jurisdiction over such employee and agrees to remit to said Local Union all such deductions. The written authorization by the employee is to be furnished in the form required by law. If the employee provides thirty day written notice, the employee may terminate the dues checkoff and the Employer shall no longer deduct dues and initiation and remit them to said Local Union.

Section 5.2

The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

Section 5.3

The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, order, damages, or judgements brought or issued against the Employer as a result of any action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union.

ARTICLE 6 UNION REPRESENTATIVES

Section 6.1

Authorized representatives of the Union upon advance notice given to the Mayor or Mayor Pro-Tempore may visit the City Hall and confer with representatives of the Employer. If such Union representatives desire to confer with a Union Steward or any employee, he must first notify the Mayor or Mayor Pro-Tempore. The employee will not be granted permission for such conference if it will interfere with the normal operations of the department; no employee will be held out of or called in from his assignment for this purpose. The time spent in conference shall be with pay.

Section 6.2

Upon written request made by a regular employee during regular business hours, the Employer shall in a timely manner produce for examination by the regular employee or his representative, time sheets and other records pertaining to the computation of compensation of a regular employee whose pay is in dispute or other records of the employee pertaining to a specific grievance. However, no such information shall be produced without the consent of the regular employee involved.

ARTICLE 7 STEWARDS

Section 7.1

The Employer recognizes the right of the Union to designate one steward and one alternate steward from the Employer's seniority list. The Union shall provide the Employer with a list of such stewards and any changes made from time to time.

Section 7.2

The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- (a) the investigation and presentation of grievances with his Employer or designated Employer representative in accordance with the provisions of the collective bargaining agreement.
- (b) the transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information
 1. have been reduced to writing, and
 2. if not reduced to writing, are of a routine nature and do not involve work stoppages or slow downs.

Section 7.3

The time spent by the steward and the employee under Article 7.2 shall be with pay for the first hour spent each month by the steward and employee under Article 7.2.

ARTICLE 8 SALARIES AND WAGES


Section 8.1

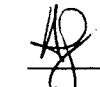
Full time employees shall receive an increase of seventy-five cents (\$.75) per hour in the base wage effective July 1, 2006. Effective July 1, 2007 full time employees shall receive an additional increase each year of sixty-five cents (\$.65) per hour in the base wage. Effective July 1, 2008 full time employees shall receive an additional increase each year of sixty-five cents (\$.65) per hour in the base wage.

Part time employee shall receive seventy-five cents (\$.75) per hour in the base wage effective July 1, 2006. Effective July 1, 2007 part-time employees shall receive an additional increase each year of sixty-five cents (\$.65) per hour in the base wage. Effective July 1, 2008 part-time employees shall receive an additional increase each year of sixty-five cents (\$.65) per hour in the base wage.

Longevity pay shall be provided as follows:

"NON-ACCUMULATIVE"	
3 - 4 Years	\$ 0.05 per hour
5 - 8 Years	\$ 0.10 per hour
9 - 12 Years	\$ 0.15 per hour
13 - 15 Years	\$ 0.20 per hour
16 Years	\$ 0.25 per hour


Mayor


Union

For purposes of determining longevity pay, only the maintenance worker shall be credited for one additional year of work.

Section 8.2

Employees will be paid for all time worked in accordance with the City's time clock procedures. Employees will be paid for time worked based on their time card reading.

ARTICLE 9 WORK WEEK - PAY DATES

Section 9.1

- (a) The work week shall run from 12:01 a.m., Monday through 12:00 p.m., Sunday evening. Each regular full-time employee shall work an eight hour shift. The weekly hours of employment of all part-time employees shall be determined by the Mayor, subject to City Council approval. The starting time of all employees shall be determined by the Mayor, subject to City Council approval. Employees other than police officers shall be entitled to one-half hour for lunch without pay during their normal eight-hour shift. Police officers shall be entitled to one-half hour for lunch with pay during their normal eight-hour shift.
- (b) Flexible Scheduling. As the need arises normal work hours may be changed by the Department Head. Whenever possible a 3 day notice will be given to the affected employees. Such scheduling will not exceed five (5) consecutive working days without the approval of the Mayor.
- (c) Overtime. All hours worked by a regular employee in excess of eight hours in a single day will be considered overtime and will be paid at a rate of one and one-half times his or her hourly rate of compensation. All overtime must be approved by the Mayor prior to working the overtime. If a regular employee works in excess of eight hours in a single day without prior approval by the Mayor the overtime will be paid to the regular employee if the overtime is subsequently approved by the City Council. Any hours worked in excess of eight hours in a single day which do not receive prior approval by the Mayor or subsequent approval by the City Council shall be paid to the regular employee at his or her regular hourly rate of pay. Hours worked includes pay for time not worked, such as sick leave, holidays or vacations.

The following guidelines shall apply to overtime: Emergency work shall be done by regular full-time employees. However, part-time employees may be used instead of full-time personnel when:

1. The work to be done is a continuation of the part-time employee's regular time assignment;
2. The shift or job is normally manned by part-time personnel; or
3. When full-time personnel are not readily available for duty.

Any time an employee is called in on non-scheduled hours, the employee will be paid a minimum of two (2) hours. This will be considered overtime at one and one-half (1 ½) times regular pay.

(d) The normal work week will consist of five (5) eight (8) hour days, Monday through Friday as stated above.

(e) Compensatory Time. A regular employee may receive compensatory time off for time actually worked in excess of eight (8) hours in one (1) day at the rate of one and one-half (1 ½) hours for each overtime hour worked. All compensatory time off shall be used at a mutually agreed time with the supervisor, subject to the completion of the Request for Time Off form, which requires the signature of the employee, the supervisor, and the Mayor. Each regular employee shall be allowed to accumulate up to eighty (80) actual overtime hours of compensatory time to be used at a mutually agreed time with the supervisor, providing the regular employee provides the supervisor with at least three (3) day's notice. Compensatory time shall not accumulate for more than one (1) fiscal year. Employees shall be allowed to request compensatory hours paid out once per fiscal year with a one week notice to their supervisor, otherwise they will be paid for all unused compensatory hours at the end of the fiscal year. The amount will be paid out at the hourly rate at which the compensatory time was earned. Regular employees shall notify payroll in writing if they desire compensatory time in lieu of overtime payments by indicating the same on their time sheet at the time such sheet is turned in to the office.

Section 9.2

This Article shall not be construed as a guarantee of hours of work per day, per week, or per month or days of work per week or per month.

Section 9.3 Payroll Dates.

Pay periods shall be every other week for both full-time and part-time employees. Checks will be distributed every other Thursday, unless a holiday falls on Thursday, in which case checks will be distributed on Wednesday.

ARTICLE 10
HOLIDAYS

Section 10.1

Each regular employee who has completed his probation shall receive eight (8) hours pay for each of the following holidays unless otherwise indicated:

New Year's Eve Day	Veteran's Day
New Year's Day	Thanksgiving Day
Martin Luther King, Jr. Day	Day after Thanksgiving
Good Friday	Day before Christmas
Memorial Day	Christmas
July 4 th	President's Day
Labor Day	

Section 10.2

In order to be eligible to receive holiday pay, a regular employee must report for work on the regular employee's last scheduled work day before the holiday and on the regular employee's first scheduled work day after the holiday. No regular employee who has been laid off or is under suspension will be eligible for holiday pay. A regular employee shall receive holiday pay if he or she uses an approved leave day the day before the holiday. In the event where a holiday falls on a Sunday and a Monday, the holiday will be observed on the Friday before the holiday and the Monday of the holiday.

Section 10.3

Regular employees shall be compensated at one and one-half (1 1/2) times their regular rate of pay for all time worked on the day designated by the City as a holiday in addition to his or her holiday pay. All holidays falling on a Sunday will be observed on Monday and all holidays falling on a Saturday will be observed on the preceding Friday. If a holiday falls on an employee's regular scheduled time off, the employee shall receive an additional day off subject to the scheduling approval by his or her supervisor, and the completion of the City of Blue Grass Request for Time Off form.

ARTICLE 11
VACATIONS

Section 11.1 Vacations.

All regular full-time employees shall be entitled to one week of vacation after one year of employment from the date of hire: (anniversary date).

After two (2) years.....two (2) weeks vacation
After five (5) years.....three (3) weeks vacation
After twelve (12) years.....four (4) weeks vacation
After twenty (20) years.....five (5) weeks vacation

All of these are based on the anniversary date of the regular employee. Five working days constitute one week of vacation. Vacation may be taken in hourly increments, but whole days are preferred.

Section 11.2

A regular employee may not carry over more than 5 days of vacation time from one anniversary date to the next. All unused vacation leave in excess of this limit shall be forfeited. A regular employee with at least one year of service with the City, who leaves the City, shall be paid for any unused vacation time. It is the desire of the City that regular employees take time off for vacation. Therefore, except for regular employees who leave the City employment, employees will not receive pay in lieu of unused vacation time.

Section 11.3

Vacations should be requested as early as possible but not later than 30 days prior to the time vacation is desired. Due to the fact that scheduling problems may exist, it is best to give a first and second choice for vacation times. The Mayor will make every reasonable effort to give employees their preference, but circumstances may require the Mayor to request the employee to change it, which is the Mayor's prerogative.

No employee may take more than 130 consecutive hours of vacation time unless authorized by the Mayor.

Section 11.4 Personal Days

Each full-time employee will be awarded three (3) personal days per year on July 1 of each year. New employees starting prior to July 1st, who have not yet met their six (6) month probation, will not receive personal days until the following July 1st. These days must be used within the following twelve (12) month period or they will be lost. Employees shall obtain verbal approval from his or her supervisor and provide verbal notice to the Mayor or Mayor Pro- Tempore or shall complete the City of Blue Grass Request for Time Off form prior to using a personal day. If an employee has obtained verbal approval from his or her supervisor and provided notice to the Mayor or Mayor Pro-Tempore prior to using a personal day, he or she shall complete the City of Blue Grass Request for Time Off form and obtain the necessary signatures upon returning from using a personal day.

ARTICLE 12

GROUP HEALTH AND DENTAL INSURANCE

Section 12.1

Effective July 27, 2003, the City will provide to regular full time employees the major medical, short term disability, prescription drug, dental benefits, vision benefits and other benefits as described in the modified C4 Plan – Health and Welfare Plan Benefits offered by Central States Southeast and Southwest Areas Health and Welfare Funds. The City shall pay

the full premium cost for regular full time employees. Any regular part time employee that is regularly scheduled to work thirty-two (32) or more hours a week shall be eligible to participate in the City's health and benefits program. The City shall pay three-fourths of the premium cost for those employees who are regularly scheduled to work thirty-two (32) or more hours a week. Beginning July 1, 2003, each employee shall pay the annual deductible in the amount of \$250.00 per individual and \$500.00 per family. In addition, beginning July 1, 2004, employees shall be responsible for payment of the annual out of pocket expense limit of \$1,000.00 per individual and \$2,000.00 per family. The City will continue to reimburse the employees at the current rate for prescriptions until July 1, 2005, provided the employee uses the most cost effective method of filling the prescription drug co-payment. All other health, life and welfare benefits for both individuals and families shall be subject to the existing terms and conditions of the C4 Plan - Health and Welfare Plan offered by Central States Southeast and Southwest Areas Health and Welfare Funds with the exception of the life and disability benefits provided by the City to Sandy Remley until Sandy Remley reaches age 70. The City reserves the right to change insurance and benefit carrier, provided the benefits are at least substantially equivalent to the existing policy.

Section 12.2

Effective July 24, 2006 the City shall contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund, which is to be administered jointly by the parties, the sum of one hundred eighty-one dollars (\$181.00) per week for each employee who has actually worked thirty (30) days, not calendar days, or more in the employment of the City.

Effective July 29, 2007, the City shall contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund, which is to be administered jointly by the parties, the sum of one hundred ninety-three dollars (\$193.00) per week for each employee who has worked thirty (30) days, not calendar days, or more in the employment of the City.

Effective July 27, 2008, the City shall contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund, which is to be administered jointly by the parties, the sum of two hundred twelve (\$212.00) per week for each employee who has worked thirty (30) days, not calendar days, or more in the employment of the City.

New regular fulltime employees shall establish initial eligibility after eight (8) consecutive weeks of contributions on behalf of such employee have been received by the Central States, Southeast and Southwest Areas Health and Welfare Fund.

Section 12.3

Employers presently making payments to the Central State, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund, shall continue to make such payments for the life of this Agreement.

Section 12.4

By execution of this Agreement, the City agrees to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 12.5

Contributions to the Health and Welfare Fund must be made for each week on each regular employee. Action for delinquent contributions may be instituted by either the Local Union, the Area Conference, or the Trustees. Employers who are delinquent must also pay all attorneys fees and costs of collection.

Section 12.6

The City will provide life insurance and accidental death and dismemberment insurance as described in the Modified C4 Plan – Health and Welfare Plan Benefits offered by Central States Southeast and Southwest Areas Health and Welfare Fund.

ARTICLE 13 SICK LEAVE

Section 13.1 Sick Leave.

Every regular full-time employee shall accrue sick leave at the rate of one day for each full month worked, starting after their probationary period is complete. Unused paid sick days may be carried over from one fiscal year to the next without limit. For absences of three days or more, a physician's signature may be required for the regular employee to use additional days of paid sick leave or prior to returning to work. Sick leave may not be used as vacation time. Upon retirement with minimum service of twenty (20) years, all of the accumulated sick leave up to 480 hours will be paid as an additional pay check to the employee or his estate. Pay rate will be at the regular employee's regular rate.

Upon written request, the Mayor may authorize an advance of up to 5 days of paid sick leave, and such leave will be authorized only if:

1. The individual has been a regular employee of the City for a period of one year or more;
2. The regular employee has demonstrated good performance and has indicated he or she intends to remain in the employment of the City, at least until the advance sick leave will have been accrued;
3. The regular employee has exhausted paid sick leave, and paid vacation;
4. The regular employee has not had a previous advance of sick leave within the preceding one year period.

A medical leave of absence without pay may be authorized at the discretion of the Mayor for a period of up to one year.

A regular employee may take sick leave for dental or doctor appointments on an hourly basis.

Section 13.2 Maternity Leave.

Employees are eligible for a leave of absence for the condition of pregnancy, delivery and recovery therefore, upon request of the employee and verification by the employee's doctor that such leave is medically necessary.

An employee on approved maternity leave shall have access to unused sick leave accruals.

In the event sick leave accruals are exhausted, the employee may use other available leave accruals prior to being placed on leave without pay. The employee may remain on the job as long as health permits.

Maternity leave will terminate on the date the doctor certifies the employee can return to work unless the employee is approved for an extended leave of absence. Failure to return to work upon termination of maternity or extended leave shall be regarded as a resignation.

ARTICLE 14 FUNERAL LEAVE

Section 14.1

Each regular employee shall be eligible for a paid leave of absence of up to five (5) working days for a death in the immediate family. Immediate family shall be defined as including parent, father-in-law, mother-in-law, spouse, child, step-child, grandchild, or legal ward.

There will be three (3) working days allowed for death of a step-parent, son-in-law, daughter-in-law, brother, step-brother, sister, step-sister, grandparent, or other resident family member of the employee's immediate household. In the event of the death of a regular employee's aunt or uncle, brother-in-law or sister-in-law, the employee shall be eligible for a paid leave of absence of up to three (3) days.

Upon request of the regular employee, a department head may grant an extension of the above five (5) working days or three (3) working days period in the event long distance travel is required or due to the close nature of the family relationship. Any such extension shall be charged against a regular employee's unused sick leave accruals. Only days absent which would have been regular work days are eligible for payment.

At the discretion of the Mayor or the Mayor Pro-Tempore, employees may be granted paid leave time for the funeral of the Mayor, a member of the City Council or a City employee.

ARTICLE 15 MILITARY LEAVE

Section 15.1

All regular employees entering military service of the United States (whether involuntary or voluntary including National Guard or Reserves) shall be given leave of absence for the time spent in the service providing that within ninety (90) days upon release from such military service, he reports for duty at his old job at prevailing rate of pay for the class and job code. While absent, increases shall be given as if no absence existed.

Section 15.2

According to Section 29A.28 of the Iowa Code, each regular employee shall be entitled to receive regular pay from the City during the first thirty (30) calendar days of such military leave.

ARTICLE 16 JURY DUTY AND COURT LEAVE

Section 16.1 Jury Duty.

A regular full time employee shall be granted a paid leave of absence for assigned work time lost when called to serve on jury duty. Such regular employees shall be paid their straight time hourly rate for all lost time up to forty (40) hours per week. A regular employee shall submit certification of jury service to the City and shall assign to the City that part of all remuneration received for jury service which can reasonably be described as duplicate compensation. The regular employee must report to work if they are discharged from the jury before the end of their regular scheduled hours of work.

Section 16.2 Court Leave.

Regular employees will be called upon to be available for depositions, a pre-trial conference or a court appearance in connection with criminal matters where they may be involved as the arresting officer or a material witness. No additional pay will be forthcoming if such time occurs during the normal working hours of the employee.

No regular employee is to appear unless subpoenaed or ordered by the Court in writing, except for pre-trial conference with City or County Attorney or their assistants, but no subpoena is required for attendance at a suspension hearing scheduled by the Iowa Highway Patrol.

A regular employee required to appear for any of the above on his off duty hours will be paid for all hours spent with a minimum of two (2) hours pay at one and one-half (1 ½) times their hourly rate. In case an employee is subpoenaed in a job related civil case, he shall not lose any pay as a result thereof.

ARTICLE 17 SENIORITY

Section 17.1

In the event it becomes necessary to reduce the workforce, probationary employees shall first be laid off before regular employees. Employees will be selected for layoff and recall based on ability and skill to perform the available work. When ability and skill is equal, seniority shall govern.

Section 17.2

Regular employees on layoff status shall retain their seniority for a period of one (1) year or their length of seniority, whichever is shorter. Regular employees whose seniority terminates shall have no recall rights.

ARTICLE 18 GRIEVANCE PROCEDURE AND ARBITRATION

Section 18.1 Definition

A grievance shall mean only an allegation that there has been a violation of a specific term and/or provision of this Agreement. Grievances shall be adjusted in the manner set forth below.

Section 18.2 First Step

An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and his immediate supervisor.

Section 18.3 Second Step

If the grievance is not resolved satisfactorily in Step 1, the Union may file, within ten (10) days after the occurrence giving rise to the grievance, a written grievance with the City Council. The City Council will meet with the Union at its next regularly scheduled meeting and attempt to resolve the grievance. All written grievances shall state the article and section of the Agreement alleged to have been violated, the date of the violation, the relief requested and to the extent then possible the name of all employees for whom the grievance is being filed. Grievances shall be filed with the City Clerk. The City Council shall provide an answer to the grievance at its next regularly scheduled meeting.

Section 18.4 Third Step

- (a) If the grievance is not resolved satisfactorily in Step 2, the Union may submit the grievance to binding arbitration by giving written notice to the City within ten (10) days after the Step 2 answer is given or due. Grievances which have been processed through the preceding step of this procedure, and only such grievances, shall be submitted to arbitration as provided below.

- (b)The grievant and his Union representative shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten (10) calendar days after said notice is given. If the two parties fail to reach agreement on an arbitrator within ten (10) calendar days, the Iowa Public Employment Relations Board shall be requested to provide a panel of five (5) arbitrators.
- (c)The parties shall strike names from the panel. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. The meeting to strike names shall be held within ten (10) calendar days of receipt of such list of names. Each of the two parties shall alternately strike one name at a time from the list until one name shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed, shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.
- (d)Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the Employer and the grievance or his representative(s).

Section 18.5

The failure by an employee, the Union, or its representative to process a grievance within the applicable time specified above shall bar an employee, the Union or its representatives from further pursuit of the grievance, and any such grievance shall be considered as settled. The failure by the Employer or the Employer's representative to answer the grievance within the applicable time specified above shall be deemed a denial of the grievance which then may be appealed to the next step.

ARTICLE 19 GENERAL CONDITIONS

Section 19.1

This Agreement shall be construed under the laws of the State of Iowa.

Section 19.2

Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 19.3

In the event any provision of the Agreement is held invalid by a court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in

any way affect the remaining provision of this Agreement.

Section 19.4

This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, agreed that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 19.5 Education and Training

(a) Training. Training is an important aspect of every employee's job. The following guidelines shall apply to training:

1. The Mayor will approve the training to be undertaken and assign the employee to the training as any other job assignment.
2. Transportation, subsistence and tuition shall be paid for or provided by the City.
3. Training during regular hours, the preferred situation, shall be paid for as any other work assignment.
4. If the training seminar the employee is attending is out of town the employee may either spend the night before the seminar in a hotel room with the City picking up the expense, or if the employee travels to the seminar out of town on the day of the seminar, the employee will be paid for travel time.
5. This applies to seminars that are outside of an 85 mile radius.
6. The City shall pay actual cost of meals up to a maximum of \$25.00 per day.

(b) A public works employee, who receives prior approval from the City Council and successfully completes the required training course, passes the examination and receives state certification in either a grade of water or waste water shall receive an increase in his hourly wage of sixteen cents (\$.16) per hour, provided in no event shall the Employer pay for more than two grades in water and two grades in wastewater. It shall be the responsibility of the employee to notify the Employer when grades are achieved and to present satisfactory evidence thereof to the Employer. An employee who terminates his employment within two (2) years of receiving wastewater or water certification and sixteen cent (\$.16) per hour raise shall reimburse the City for all costs incurred by the City regarding the training course, examination and certification. The starting wage of a public works director

shall reflect a candidate's certification in water and wastewater grades or lack thereof. If during the term of the contract the state law requires a grade three treatment operator, then the City will pay in accordance with the terms of this section.

- (c) Education. Education is a regular employee initiated activity for his own development. Subject to the prior approval of the City Council, if the education is generally job related or thought to improve a regular employee's performance, as determined by the City, the City will participate in the cost of the tuition, fees and text materials. A passing grade of "C" or better must be documented, or in case of a pass/fail course, a "pass" must be documented. If the regular employee resigns within two years after completion of the course(s) he must reimburse the City full cost of the course(s).
- (d) Regular employees who have a degree or receive a degree from an accredited college or university will receive \$200 yearly for an Associate Degree or \$400 yearly for a Bachelor Degree. A regular employee must have been employed for one (1) year to be eligible, and must have attained such degree after the date of the initial employment. The bonus will be paid annually during the first pay day in January.

Section 19.6 Advancement of Funds for Expenses.

- (a) Funds may be advanced to an employee, upon request, to be used by the employee toward payment of allowable travel expenses on City business as approved by the City. Receipts must be presented for all expenditures. A minimum of two weeks notice must be given to the City Clerk to receive advancement of funds. Otherwise, the employee must wait for reimbursement until the next normal bill paying cycle.
- (b) If an employee's personal vehicle must be used, for City purposes or classes required by the City, the City will reimburse the current Federal rate for mileage. The City shall pay actual cost of meals up to a maximum of \$25.00 per day.

Section 19.7

The City shall pay mileage at the current federal rate.

Section 19.8

- (a) Policy for Police Uniforms.
 - 1. Each regular full-time officer shall receive a uniform allotment of \$600.00 per fiscal year. Each regular part-time officer shall receive a uniform allotment of \$200.00 per fiscal year.
 - 2. An account will be set up at a City approved uniform store, and be billed to the City. A record will be kept of each officer.
 - 3. Uniforms damaged or destroyed while in performance of duties will be repaired

or replaced by the City.

4. The following items are to be furnished by the City:

- Duty Weapons
- Leather Goods
- Off Duty Weapons
- Handcuffs

5. On termination of employment, all items purchased by the City and keys are returned to the Chief of Police when the employee receives his final paycheck at City Hall.

(b) Policy for Maintenance Uniforms.

1. Each regular full-time maintenance employee and the public works director shall receive a uniform allotment of \$350.00 per fiscal year. Each regular part-time employee shall receive a uniform allotment of \$200.00 per fiscal year.
2. Shirts will bear the name of the City of Blue Grass, and safety footwear shall be worn by all maintenance personnel. Safety footwear is defined as footwear containing a steel toe or composite material which is OSHA or ANSI approved. All uniforms shall be purchased from a store or stores designated by the City. All maintenance personnel shall be required to wear uniforms.
3. An account will be set up and billed to the City. A record will be kept of each employee's allowance.

(c) Policy for Office Uniforms

1. Each regular full-time employee shall receive a uniform allotment of \$350.00 per fiscal year. Each regular part-time employee shall receive a uniform allotment of \$200.00 per fiscal year. All uniforms are to be purchased from a store or stores designated by the city. All office personnel shall be required to wear uniforms.
2. Shirts and blouses shall bear the name of the City of Blue Grass.

(d) City Vehicle Policy

City Maintenance Vehicles and Police Vehicles will be parked at a site designated by the Mayor and Council.

Section 19.9

Any safety equipment as determined by the City to be necessary for the performance of the job shall be furnished by the Employer at no cost to the officer or employee, except for the safety footwear required under the Policy for Maintenance Uniforms.

ARTICLE 20

DISCIPLINE, EVALUATIONS, AND OTHER MATTERS

Section 20.1

City employees shall work under the direct supervisor of their assigned department head. Failure, within a twelve (12) month period, to perform tasks as assigned shall result in:

- (a) 1st – Verbal Reprimand.
- (b) 2nd – Written Reprimand. The second step is a written reprimand issued by the employee's supervisor. The reprimand shall be clearly labeled "REPRIMAND". It shall describe the improper conduct and, if the conduct violated any City or department rules or regulations, the rule or regulation violated, shall be cited. The reprimand shall set forth the supervisor's suggestions for improvement, and it shall be signed by the supervisor.
- (c) 3rd – Three (3) Day Suspension Without Pay. An employee may be suspended without pay for a period of three days without pay for improper conduct occurring within twelve months of a written reprimand.
- Suspensions shall be in writing, signed by the employee's supervisor. They shall be clearly labeled "SUSPENSION" and shall describe the improper conduct, along with a citation to any department or City rule of regulation the conduct violates. The supervisor's suggestions for improvement shall also be included.
- A copy of the suspension shall be delivered to the employee and he shall acknowledge receipt thereof in writing. The original suspension shall be placed in the employee's personnel file and shall remain a permanent record. The employee may have a review of any reprimand or suspension by filing a written request therefore with the Mayor within 10 days of the date the employee is notified of the disciplinary action. The review shall be considered by the City Council. They shall consider all relevant evidence offered to it on the supervisor's behalf and on the employee's behalf. The committee shall have the power to affirm, overrule or modify the discipline imposed by the supervisor. The employee's personnel file shall reflect the decision of the City Council.
- (d) 4th – Dismissal. For a fourth occurrence, the employee may be discharged by his or her supervisor. The notice of discharge shall be in writing and shall clearly state the reasons for the action, referring to any applicable reprimands and suspensions, referring also to any department or City rules or regulations violated by the conduct, and the effective date of the discharge. The employee shall in writing acknowledge receipt of a copy of the notice. The original copy of the notice shall be placed in the employee's personnel file and shall remain a permanent record in that file.
- The Mayor will be informed of the reprimands and a record will be kept in the file of the employee. After the third step, the problem will be brought to the Council by the Mayor.
- (e) Purpose of the Disciplinary Policy
- The purpose of the disciplinary policy and procedure is to provide an orderly process with the goal of improving or correcting substandard employee performance and eliminating performance contrary to the best interests of the City.

(f) Cause of Discipline or Discharge

Any employee is subject to disciplinary action for, but not limited to any of the following causes: inefficiency, insubordination, incompetence, failure to perform his assigned duties, narcotics addiction, dishonesty, unrehabilitated alcoholism, negligence, conduct which adversely affects the employee's performance or the agency employing him, conviction of a crime, conduct unbecoming a public employee, misconduct, falsifying City records, falsifying an application for employment, poor or tardy attendance, violation of State or Federal law, violation of City policy or any other just and good cause. Violation of published health and safety rules and regulations may constitute cause for disciplinary action.

(g) Disciplinary Procedures

Employees and supervisors are encouraged to deal with problems quickly and decisively. Problems should not be allowed to escalate.

This policy requires that employees acknowledge in writing the receipt of reprimands, suspensions and discharges. Such acknowledgment constitutes neither a waiver of the rights of the employees by this policy nor an employee's agreement with the charges or discipline imposed.

Section 20.2 Evaluations

- (a) All evaluation forms will be retained, locked, and placed in the employee's personnel file by the City clerk.
- (b) Employees shall receive a photocopy of their own evaluation but are not entitled to review the evaluations of any other employees.
- (c) Department heads are entitled to review the evaluations of their employees only, not the evaluations of employees of other departments.
- (d) The Mayor and members of the City Council may review evaluations as needed.
- (e) Evaluation records are considered confidential personnel records under Iowa Code Chapter 68A. Photocopies of evaluation forms will be forwarded to any outside agencies requesting such, only after written approval to release the form is given by the employee. Evaluations will be completed by the Mayor annually in December.

Section 20.3 Physical Examinations

A physical examination for the purpose of determining the fitness to perform the work for which hired shall be required of all new full-time employees. This pre-employment physical shall be by a doctor designated and paid for by the City.

Section 20.4 Drug Testing

- A. It is the policy of the City of Blue Grass to maintain a workplace that is free from the effects of drug and alcohol abuse and to make employees aware of

the dangers of drug/alcohol abuse. It is the purpose of this policy to help prevent accidents and injuries, to both the general public and city employees, resulting from the misuse of alcohol or use of controlled substances. Employees must report their use of over-the-counter or prescribed medications to their Supervisor if the use of these medications might impair their job safety and effectiveness. A determination will then be made as to whether the employee should be able to perform the essential function of their job safely and properly.

- B. Federal Department of Transportation Federal Highway Administration (FHWA) regulations require that the City of Blue Grass establish this drug and alcohol testing program for certain employees. All regular full time and part time employees, including applicants for employment, or who are required to possess a Commercial Drivers License (CDL) as a condition of employment with the City are subject to certain required drug tests. These include a pre-employment drug test, random drug/alcohol testing during employment, and post-accident drug/alcohol testing if involved in a vehicular or equipment related accident.
- C. Employees are subject to six (6) types of testing under the substance abuse prevention program. The following are the various types of tests that CDL position applicants, CDL employees, non-CDL applicants and non-CDL employees will be required to take:
 - 1. Pre-employment Testing. All applicants for positions with the City will be required to take a drug test prior to being hired by the City. Any current employee of the City that is transferring to a position requiring a CDL, or former employee returning to CDL work after a separation of service, will also be required to take a drug test prior to being employed in a CDL position. All applicants for city positions will be told during their interview that pre-employment drug testing is required and that they will be subject to random drug and alcohol testing after hire. Any offer of employment will clearly state that the offer is contingent on successfully completing the pre-employment drug test.
 - 2. Post-Accident Testing. Employees who are involved in an accident while operating a City vehicle or equipment that results in physical injury to the employee or a third party will have to take both a drug and alcohol test immediately following the accident. Post-accident alcohol testing shall be completed within eight (8) hours of the accident. Post-accident drug testing shall be completed within thirty-two (32) hours of

the accident. Employees subject to post-accident testing shall remain readily available for testing or shall be deemed to have refused to submit testing. If an employee is injured and removed to a hospital, testing is still required if the employee is conscious and can give consent to the test. Post-accident test results that indicate a positive result for drugs or alcohol will cause the employee to be suspended without pay while an investigation is conducted.

3. **Random Testing.** All employees are subject to unannounced drug and alcohol testing based on random selection within a consortium pool. Employees that are selected for random testing shall immediately proceed to the test site after being informed.
 4. **Reasonable Suspicion Testing.** An employee may be required to submit to an alcohol and/or drug testing when the employee's work performance or specific, contemporaneous observations concerning the appearance, behavior, speech or body odors causes a reasonable suspicion that the employee's work performance is impaired due to current intoxication or drug use. The city shall provide training to the union stewards to assist them in observing and identifying an employee with a substance abuse problem.
 5. **Return to Duty Testing.** Any employee who has tested positive for drug and/or alcohol use in violation of the FHWA rules and City policy, shall submit to return-to-duty drug and/or alcohol testing before he/she will be deemed qualified to perform safety-sensitive functions.
 6. **Follow-up Testing.** An employee who is returned to duty under this section will be subject to follow-up testing for one year. Unannounced drug and/or alcohol tests will be conducted as directed by a substance abuse professional.
- D. No employee shall refuse to submit to any drug and/or alcohol testing required by this policy. Refusal to submit to any and/or all types of alcohol or controlled substance testing procedures will be treated as a positive test result and shall be removed from safety-sensitive functions and will be subject to the consequences for violation of the City of Blue Grass policy. An employee shall be deemed to have refused to submit to an alcohol and/or drug test when the employee:

1. Fails to provide adequate breath or saliva for testing without a valid medical explanation after he or she has received notice of testing required by FHWA regulations and City Policy.
 2. Fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of controlled substances testing required by FHWA regulations and City policy.
 3. Engages in conduct that clearly obstructs the testing process.
- E. Violation of FHWA alcohol and/or drug use regulations will result in the following consequences:
1. The employee will immediately be placed on unpaid leave of absence.
 2. The employee cannot return to his or her duties until he/she has been evaluated by a Substance Abuse Professional, and has successfully undergone any recommended treatment, and passes a return-to-duty test.
 3. Employees having an alcohol concentration of .02-.039 when tested must be removed from all employment functions for at least 24 hours.
 4. If an employee is undergoing substance abuse treatment and counseling or has returned to duty upon successfully completing such treatment and rehabilitating and a substance test is positive, or results in an alcohol concentration of 0.04 or greater, the employee will be terminated.
 5. Termination will also occur if treatment is not completed.
- F. All out of pocket expenses of the abuse treatment and rehabilitation program which are not covered under the city's modified C4-Plan-Health and Welfare Benefits offered by Central States Southeast and Southwest Areas Health and Welfare funds shall be paid by the employee. An employee required to take time off, under this policy, will be permitted to use sick leave, vacation time, and/or unpaid leave.

ARTICLE 21
EFFECTIVE DATE AND TERM

Section 21.1

This Agreement shall be effective July 1, 2006 through June 30, 2009.

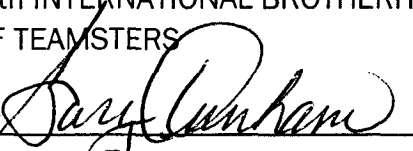
Section 21.2

The terms and conditions of this Agreement shall continue from year to year after June 30, 2009 unless one or both of the parties seeking modification shall cause a written notice to be served on the other party by September 15, 2008.

IN WITNESS, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 1st day of May, 2006.

CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL UNION NO. 238, affiliated
with INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

By


Secretary-Treasurer

By


Business Representative

CITY OF BLUE GRASS

By


Mayor